
SUPPLEMENTAL MATERIAL
JULY 7, 2004
CITY COMMISSION MEETING

SUPPLEMENTAL MATERIAL

C7 - Resolutions

- C7N A Resolution Authorizing The Mayor And City Clerk To Execute The Attached Second Amendment To Home Investment Partnerships (HOME) Program Agreement With Miami Beach Community Development Corporation (MBCDC) Providing A Total Of \$205,632 In HOME Program Funds From Fiscal Year 2003/04, Previously Allocated To MBCDC Toward The Cost Of The Acquisition And Rehabilitation Of The Apartment Building Located At 530 Michigan Avenue, Miami Beach, To Provide Nine (9) Rental Units For Income-Eligible Elderly Tenants, In Accordance With The HOME Program Requirements.
(Neighborhood Services)
(Agreement)

R5 - Ordinances

- R5A An Ordinance Amending Chapter 62 Of The Miami Beach City Code Entitled "Human Relations"; By Amending Article II Thereof Entitled "Discrimination" By Amending Section 62-31 Entitled "Definitions" By Adding A Definition For "Gender" To Be Utilized In Article II; By Amending Section 62-32 Entitled "Purpose; Declaration Of Policy"; By Amending Section 62-88.1 Entitled "Discrimination In Public Services"; Providing For Repealer, Severability, Codification, And An Effective Date.
(Requested by Commissioner Luis R. Garcia, Jr.)
(Notice of Public Hearing)

R7 - Resolutions

- R7B A Resolution Following A Duly Noticed Public Hearing To Hear Public Comment On Same, Approving And Authorizing The Vacation Of A Portion (The Northern Half) Of The West 29th Street Street-End, West Of Prairie Avenue, In Favor Of Massimo And Jiska Barraca, Owners Of The Adjacent Property, Located At 2900 Prairie Avenue; Waiving, By 5/7ths Vote, The Competitive Bidding And Appraisal Requirements, Pursuant To Article II, Section 82-36 Through 82-40 Of The Miami Beach City Code, Finding Such Waiver To Be In The Best Interest Of The City; Provided Further That Approval Of The Aforestated Vacation Is Subject To And Contingent Upon The Owners' Execution And Recordation Of The Declaration Of Restrictive Covenants (Covenant) Attached As Exhibit "A" To This Resolution; And Authorizing The Mayor And City Clerk To Execute Any And All Documents To Effectuate The Vacation, Including A Quitclaim Deed, Subject To Final Review Of Same By The City Attorney's Office.
(Public Works)
(Memorandum & Resolution)

R7 - Resolutions (Continued)

- R7E A Resolution Approving Amendment No. 13A To The Agreement With Camp, Dresser And McKee (CDM) And Appropriating Corresponding Funding, In The Amount Of \$398,736 From Series 1995 Water And Sewer Bond Interest, To Provide Engineering Services For Upgrading Water And Sewer Pumping Stations; Said Amendment Providing For Construction Administration And Field Oversight Services (Tasks 2.0 And 3.0) For The Water And Waste Water Pump Stations Upgrade Project, In An Amount Not To Exceed \$424,640.

(Capital Improvement Projects)

(Resolution)

R9 - New Business and Commission Requests

- R9D Appeal Of DRB File No. 17373
Review Of A Design Review Board Decision Approving A Request By Marlborough House Condominium For The Replacement Of Concrete Balcony Rails At 5775 Collins Avenue.

(City Clerk's Office)

(Notice of Public Hearing)

Redevelopment Agency Items

- 3B A Resolution Of The Chairman And Members Of The Miami Beach Redevelopment Agency Ratifying Amendment No. 13A To The Agreement With Camp, Dresser And McKee (CDM) And Appropriating Corresponding Funding In The Amounts Of \$25,478.40 From City Center Redevelopment Area Tax Increment Funds And \$424.64 From South Pointe Redevelopment Area Tax Increment Funds To Provide Engineering Services For Upgrading Water And Sewer Pumping Stations; Said Amendment Providing For Construction Administration And Field Oversight Services (Tasks 2.0 And 3.0) For The Water And Waste Water Pump Stations Upgrades Project, In An Amount Not To Exceed \$424,640.

(Resolution)

SECOND AMENDMENT TO HOME PROGRAM AGREEMENT

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2004, by and between the **CITY OF MIAMI BEACH**, a Florida municipal corporation, having its principal office at 1700 Convention Center Drive, Miami Beach, Florida, (City), and **MIAMI BEACH COMMUNITY DEVELOPMENT CORPORATION, INC.**, a Florida Not-for-Profit Corporation, with offices located at 945 Pennsylvania Avenue, Miami Beach, Florida (hereinafter referred to as MBCDC).

WITNESSETH:

WHEREAS, on September 28, 2001, the City issued a HOME Program Notice of Funding Availability (NOFA), in the amount of \$503,838, for the acquisition and/or rehabilitation of multi-family rental buildings or scattered site units for the purpose of providing affordable rental housing; and

WHEREAS, on February 20, 2002, the City adopted Resolution No. 2002-24749, authorizing a HOME Program Agreement with MBCDC, which committed \$333,300 from the City's Fiscal Year 2000/2001 HOME Program NOFA; and

WHEREAS, on July 31, 2002, the City adopted Resolution No. 2002-23935, authorizing a First Amendment to the HOME Program Agreement with MBCDC which committed \$170,538 from the City's Fiscal Year 2000/2001 HOME Program NOFA; and

WHEREAS, the City received a request from MBCDC seeking approval to utilize \$205,632 in HOME Program funds from Fiscal Year 2003/04 previously allocated to MBCDC to complete the financing for the apartment building at 530 Michigan Avenue; and

WHEREAS, on May 28, 2004, the City's Loan Review Committee (LRC) recommended funding for the request from MBCDC (Owner of MBCDC: 532 Michigan Avenue, LLC) seeking approval to utilize \$205,632 in HOME Program funds from Fiscal Year 2003/04, previously allocated to MBCDC to be utilized towards the rehabilitation of the apartment building at 530 Michigan Avenue, to provide rental units for income-eligible elderly tenants; and

WHEREAS, MBCDC warrants and represents that it possesses the legal authority to enter into this Second Amendment to Agreement, by way of a resolution that has been duly adopted as an official act of the Board of Directors, authorizing the execution of this Second Amendment to Agreement, including all understandings and assurances contained herein, and authorizing the person(s) identified as their official representative(s) to execute this Second Amendment to Agreement and any other documents which may be necessary to implement same.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows;

1. ARTICLE II, ALLOCATION OF HOME FUNDS, page 2, the first paragraph is deleted in its entirety and amended as follows:

In consideration of the performance by Owner of its role and responsibilities set forth in this Agreement, the City agrees to provide a conditional grant of HOME Program funds to Owner in the amount of Seven Hundred Nine Thousand Four Hundred Seventy Dollars (\$709,470) (Funds).

2. Except as amended by this Amendment, no term or condition of the Agreement shall be modified and the same shall remain in full force and effect; provided, however, if any revision of this Amendment is in conflict with, or inconsistent with, any information in the Agreement, the provision contained in this Amendment shall govern and control.
3. This Amendment shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto executed this Amendment as of the day and date first above written.

ATTEST:

**MIAMI BEACH COMMUNITY
DEVELOPMENT CORPORATION**
a Florida not-for-profit corporation

Secretary

Roberto Datorre, President, Authorized Signatory

ATTEST:


CITY OF MIAMI BEACH
a Florida Municipal corporation

City Clerk

Mayor

T:\AGENDA\2004\Jul0704\Consent\530 MICHIGAN AVE SECOND AMEND AGREE.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

7-2-07

Date

EXHIBIT B TO SECOND AMENDMENT TO HOME PROGRAM AGREEMENT

SOURCES AND USES OF FUNDS

530 MICHIGAN AVENUE

ESTIMATED SOURCES OF FUNDS

CITY OF MIAMI BEACH HOME PROGRAM FUNDS	\$709,470
MIAMI-DADE COUNTY SURTAX INCENTIVE POOL	500,000
RENTAL INCOME	34,330
FEDERAL HOME LOAN BANK	<u>134,520</u>
	\$1,378,320

USES OF FUNDS

ACQUISITION OF PROPERTY	\$700,000
PRE-DEVELOPMENT COSTS	197,966
REHABILITATION CONSTRUCTION	405,354
DEVELOPER'S FEE	<u>75,000</u>
	\$1,378,320

CITY OF MIAMI BEACH NOTICE OF A PUBLIC HEARING



NOTICE IS HEREBY given that a public hearing will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, July 7, 2004, at 10:15 a.m.**, to consider the following:

AN ORDINANCE AMENDING CHAPTER 62 OF THE MIAMI BEACH CITY CODE ENTITLED "HUMAN RELATIONS" BY AMENDING ARTICLE II THEREOF ENTITLED "DISCRIMINATION" BY AMENDING SECTION 62-31 ENTITLED "DEFINITIONS" BY ADDING A DEFINITION FOR "GENDER" TO BE UTILIZED IN ARTICLE II; BY AMENDING SECTION 62-32 ENTITLED "PURPOSE; DECLARATION OF POLICY" BY AMENDING SECTION 62-88.1 ENTITLED "DISCRIMINATION IN PUBLIC SERVICES" PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Inquiries may be directed to the Legal Department at (305) 673-7470.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. Copies of this ordinance are available for public inspection during normal business hours in the City Clerk's Office, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

Robert E. Parcher, City Clerk
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

Ad #0286

Agenda Item RSA
Date 7-7-04

**CITY OF MIAMI BEACH
COMMISSION ITEM SUMMARY**



Condensed Title:

A resolution following a duly noticed public hearing to hear public comment on same, approving and authorizing the vacation of a portion (the northern half) of the West 29th Street Street-end, west of Prairie Avenue, in favor of Massimo and Jiska Barraca, owners of the adjacent property, located at 2900 Prairie Avenue; waiving, by 5/7ths vote, the competitive bidding and appraisal requirements, pursuant to article II Section 82-36 through 82-40 of the Miami Beach City Code, finding such waiver to be in the best interest of the City.

Issue:

Shall a portion of the west 29th Street street-end, west of Prairie Avenue be vacated?


Item Summary/Recommendation:

City streets and right-of-ways have been vacated previously by criteria established by the City in 1989 with additional requirements established later in City Code Chapter 82, Article II, Section 82-37. When the First Addition to Mid-Golf Subdivision was platted in 1922, street extensions of West 29th and 31st Streets to the west of Prairie Avenue were dedicated as streets. The land to the west of this Subdivision was never subdivided and the City acquired and developed it into the Bay Shore Golf Course. Massimo and Jiska Barraca own the single family residence on the north side and adjacent to the West 29th Street Street-end leading to the golf course. They are requesting the City vacate 18 feet of the north half of this 70 foot wide right-of-way, and have complied with the application requirements by submitting the application fee and providing a list of property owners within a radius of 375 feet from their residence at 2900 Prairie Avenue, who will be notified of the scheduled public hearing. The City will retain a utility easement over the existing storm water line and access to the easement. Mr. Barraca has submitted proposed covenants for the property being vacated which provide the City certain rights and privileges and places restrictions on the uses and applications of the property. Mr. Barraca has also pledged \$33,375.00 to the City once the vacation of the property is approved. This item was continued from the January 14, 2004 City Commission meeting and continued again at the April 14, 2004 City Commission meeting.

Advisory Board Recommendation:

N/A

Financial Information:

Source of Funds:  Finance Dept.		Amount	Account	Approved
	1			
	2			
	3			
	4			
	Total			

City Clerk's Office Legislative Tracking:

Robert Halfhill

Sign-Offs:

Department Director	Assistant City Manager	City Manager
		

T:\AGENDA\2003\nov2503\consent\Public Works Nov252003\29th Prairie Ave Summary.doc

AGENDA ITEM R7B

DATE 7-7-04

CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139
www.ci.miami-beach.fl.us



COMMISSION MEMORANDUM

To: Mayor David Dermer and
Members of the City Commission

Date: July 7, 2004

From: Jorge M. Gonzalez
City Manager

Subject: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING A DULY NOTICED PUBLIC HEARING TO HEAR PUBLIC COMMENT ON SAME, APPROVING AND AUTHORIZING THE VACATION OF A PORTION (THE NORTHERN HALF) OF THE WEST 29TH STREET STREET-END, WEST OF PRAIRIE AVENUE, IN FAVOR OF MASSIMO AND JISKA BARRACA, OWNERS OF THE ADJACENT PROPERTY, LOCATED AT 2900 PRAIRIE AVENUE; WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING AND APPRAISAL REQUIREMENTS, PURSUANT TO ARTICLE II, SECTION 82-36 THROUGH 82-40 OF THE MIAMI BEACH CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; PROVIDED FURTHER THAT APPROVAL OF THE AFORESTATED VACATION IS SUBJECT TO AND CONTINGENT UPON THE OWNERS' EXECUTION AND RECORDATION OF THE DECLARATION OF RESTRICTIVE COVENANTS (COVENANT) ATTACHED AS EXHIBIT "A" TO THIS RESOLUTION; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE THE VACATION, INCLUDING A QUITCLAIM DEED, SUBJECT TO FINAL REVIEW OF SAME BY THE CITY ATTORNEY'S OFFICE.

ADMINISTRATION RECOMMENDATION:

The Administration finds that in the event the Mayor and Commission agree with the applicants request to approve the vacation of easement, the remaining easement is adequate to serve projected public needs.

BACKGROUND:

When the First Addition to Mid-Golf Subdivision was platted in 1922, street extensions of West 29th and 31st Streets to the west of Prairie Avenue were dedicated as streets. The land to the west of this Subdivision was never sub-divided and the City acquired and developed it into the Bayshore Golf Course.

Massimo and Jiska Barraca own the single family residence on the north side and adjacent to the West 29th Street street-end. They are requesting the City vacate 18 feet of the north half of this 70 foot wide right-of-way which terminates at the Miami Beach Golf Course (formerly known as Bayshore Golf Course - see attached Exhibit B). They have submitted all the requirements as set forth in the July 26, 1989 Land Use Committee guidelines and City Code Chapter 82, Article II, Section 82-37.

This item was continued from the January 14, 2004 City Commission meeting and continued again at the April 14, 2004 City Commission meeting.

ANALYSIS:

To comply with Ordinance No. 92-2783 codified into City Code Chapter 82, Article II, Section 82-37, the City, prior to sale or vacation of city property, shall schedule a public hearing during a City Commission meeting to consider the request for vacation of the right-of-way.

The City Commission is required to schedule a public hearing advertised not less than fifteen days, with notices to the property owners within 375 feet of the site, in order to obtain citizen input into the proposed vacation.

Section 5.02 of the Charter requires the City to consider the long-term economic impact of proposed legislative action. In this case, analysis would show a resolution approving of the vacation request would provide a long-term economic benefit the City.

Once the northernmost 18 feet of the street end is added to the Barraca's property, it is then added to the City's tax rolls for the first time. The additional property added to Mr. Barraca's existing property would result in an increase in the value of the property as a whole. There is a proportionate relationship between the value of Mr. Barraca's property and the tax revenue derived from the property. As the value of Mr. Barraca's property increases, the additional tax revenue due to the City from Mr. Barraca's property increases. Accordingly, the City will experience a benefit in the long-term from these additional tax revenues.

Mr. Barraca has submitted proposed covenants (Exhibit A) for the property being vacated which provide the City certain rights and privileges and places restrictions on the uses and applications of the property. Mr. Barraca has also pledged \$33,375.00 to the City once the vacation of the property is approved.


JMGR/CM/FHB/RH

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING A DULY NOTICED PUBLIC HEARING TO HEAR PUBLIC COMMENT ON SAME, APPROVING AND AUTHORIZING THE VACATION OF A PORTION (THE NORTHERN HALF) OF THE WEST 29TH STREET STREET-END, WEST OF PRAIRIE AVENUE, IN FAVOR OF MASSIMO AND JISKA BARRACA, OWNERS OF THE ADJACENT PROPERTY, LOCATED AT 2900 PRAIRIE AVENUE; WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING AND APPRAISAL REQUIREMENTS, PURSUANT TO ARTICLE II, SECTION 82-36 THROUGH 82-40 OF THE MIAMI BEACH CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; PROVIDED FURTHER THAT APPROVAL OF THE AFORESTATED VACATION IS SUBJECT TO AND CONTINGENT UPON THE OWNERS' EXECUTION AND RECORDATION OF THE DECLARATION OF RESTRICTIVE COVENANTS (COVENANT) ATTACHED AS EXHIBIT "A" TO THIS RESOLUTION; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE THE VACATION, INCLUDING A QUITCLAIM DEED, SUBJECT TO FINAL REVIEW OF SAME BY THE CITY ATTORNEY'S OFFICE.

WHEREAS, when the First Addition to Mid-Golf Subdivision was platted in 1922, street extensions of West 29th and 31st Streets, to the west of Prairie Avenue, were dedicated as streets in which the City has an easement for public use; and

WHEREAS, the land to the west of the First Addition to Mid-Golf Subdivision was developed into the Miami Beach Golf Club (formerly known as the Bayshore Golf Course); and

WHEREAS, Massimo and Jiska Barraca own the single family residence on the north side and adjacent to the West 29th Street street end, which terminates at the Miami Beach Golf Club; and

WHEREAS, Massimo and Jiska Barraca have requested that the City vacate the northern half of this 70 ft. wide right-of-way, and have complied with the submittal of all the application requirements for such vacation; and

WHEREAS, pursuant to Section 82-37 of the Miami Beach City Code, the Mayor and City Commission held a duly noticed public hearing to hear public comment regarding the aforestated vacation request on July 7, 2004; and

WHEREAS, additionally, as required by Section 82-38 of the City Code, a Planning Department Analysis has been prepared with regard to the proposed vacation; said analysis is attached as Exhibit "B" to this Resolution; and

WHEREAS, the Administration would recommend, as permitted by Section 82-39 of the City Code, that the Mayor and City Commission waive, by 5/7ths vote, the competitive bidding and appraisal requirements, finding that the public interest would be served by such waiver.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission, following a duly noticed public hearing to hear public comment on same, approve and authorize the vacation of a portion (northern half) of the West 29th Street street-end west of Prairie Avenue, in favor of Massimo and Jiska Barraca, owners of the adjacent property located at 2900 Prairie Avenue; the Mayor and City Commission further waive, by 5/7ths vote, the competitive bidding and appraisal requirements pursuant to Article II, Section 82-36 through 82-40 of the Miami Beach City Code, finding such waiver to be in the best interest of the City; provided further, that approval of the aforestated vacation is subject to and contingent upon the owners' execution and recordation of the Declaration of Restrictive Covenants (Covenant), attached as Exhibit "A" to this Resolution; the Mayor and City Clerk are hereby authorized to execute any and all documents to effectuate the vacation, including a quitclaim deed, subject to final review of same by the City Attorney's office.

PASSED and ADOPTED this _____ day of _____, 2004


ATTEST:

CITY CLERK

MAYOR

F:\WORK\SALL\COMMISSION AGENDA ITEMS\Meeting November 25, 2003\29thPrairie Ave Reso.doc

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



City Attorney

7-2-04
Date

This instrument prepared by, and after recording return to:

Name: Michael W. Larkin, Esq.
Address: Bercow & Radell, P.A.
200 S. Biscayne Blvd., Suite 850
Miami, FL 33131

(Space reserved for Clerk of Court)

COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "**Covenant**") is made and entered into as of this ____ day of _____, 2004, by **MASSIMO AND JISKA BARRACCA** (collectively referred to as "**Owner**"), with their principal residence at 2900 Prairie Avenue, Miami Beach, Florida.

RECITALS:

A. Owner is the fee simple owner of a single-family residence ("Residence") located at 2900 Prairie Avenue, Miami Beach, Florida, more particularly described in Exhibit "A" attached hereto (the "**Property**").

B. Owner has requested that the City of Miami Beach vacate, in accordance with its established policies and procedures for same, the northernmost eighteen (18) feet of the public street end, located at the intersection of Prairie Avenue and West 29th Street, more particularly described in Exhibit "B" attached hereto ("**Street End**").

C. In order to induce the City to vacate the Street End to Owner, Owner hereby covenants, for the benefit of the City, to the following, all of which shall be deemed covenants running with, and binding upon, the Property.

1. Incorporation by Reference. The recitals set forth in the preamble to this Covenant are incorporated by reference as though set forth in full herein and made a part hereof.
2. Compliance With Laws. Owner shall at all times comply with all applicable municipal, county, state and federal laws, ordinances, codes, statutes, rules and regulations, approved development orders, and City of Miami Beach guidelines governing the Property.
3. Upon adoption of a resolution by the Mayor and City Commission vacating the Street End to Owner, Owner agrees to tender to the City \$33,750.00 within sixty (60) days of the meeting date at which the foregoing resolution was adopted.

4. Owner is prohibited from filing a lot split application to subdivide the Property in accordance with Section 118-321 of the Code of the City of Miami Beach, as amended.
5. Owner shall not demolish the existing Residence. In the event that the Residence is demolished or damaged beyond 50% of its replacement value based upon a fire, hurricane, or other natural event, Owner shall be permitted to construct a new residence that is similar in size to the existing Residence.
6. Owner agrees that any future garage that will be constructed in the south side yard of the Property shall not exceed one story in height.
7. Miscellaneous.
 - (a) City Officials. The "City" is a municipal corporation, and the City Manager as its Chief Administrative Officer, is empowered to make all decisions with regard to this Covenant on behalf of the City, unless where otherwise expressly provided herein, by law or by resolution of the City Commission.
 - (b) Successors and Assigns. This Covenant shall inure to the benefit of and be binding upon the fee owner of the Property and its successors and assigns.
 - (c) Construction. The section headings contained in this Covenant are for reference purposes only and shall not affect the meaning or interpretation hereof. In construing this Covenant, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.
 - (d) Notices. Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand (including recognized overnight courier services, such as Federal Express) or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed to the recipient at the address for Owner set forth in the introductory paragraph to this Covenant or to the City at 1700 Convention Center Drive, Miami Beach, Florida 33139 (or to such other address as any party shall hereafter specify to the other in writing).
 - (e) Severability. In the event any term or provision of this Covenant is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Covenant shall be construed in full force and effect.
 - (f) Exhibits. All of the Exhibits attached to this Covenant are incorporated in, and made a part of, this Covenant.
8. Covenants Running with the Land. This voluntary Covenant shall remain in full force and effect and shall be binding upon the Owner, its successors in interest and assigns, for an initial period of thirty (30) years from the date this instrument is recorded in the public records, and shall be automatically extended for successive periods of ten (10) years, unless modified, amended or released prior to the expiration thereof.
9. Modifications. This Covenant may only be modified, amended or released by an instrument in writing signed by the City and the Owner. Should this instrument be so modified, amended or released, the City Manager, or his successor, or other administrative officer with jurisdiction over the matter, shall execute a written instrument in recordable form effectuating and acknowledging such modification amendment, or release.

10. Governing Law. An action to enforce the terms and conditions of this Covenant may be brought by the City and may be by an action at law or in equity against any party or person violating or attempting to violate any provision of this Covenant, either to restrain violations or to recover damages. The prevailing party in the action or suit shall be entitled to recover costs and reasonable attorneys' fees at all levels of trial and appeal. This enforcement provision shall be in addition to any other remedies available under the law. This Covenant shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for all actions under this Covenant shall be in Miami-Dade County, Florida.

11. It is understood and agreed that any official inspector of the City of Miami Beach may have the right at any time during normal working hours of entering and investigating the use of the Property, to determine whether the conditions of this Declaration and the requirements of the City's building, zoning and land development regulations are being complied with.

12. This Covenant shall be recorded in the Public Records of Miami-Dade County, Florida, at the Owner's sole expense.

IN WITNESS WHEREOF, Owner has executed this Covenant as of the day and year first above written.

WITNESSES:

"Owner"

By:

Name: _____

By: _____

Name: Massimo Barracca

Title: _____

Name: _____

By: _____

Name: Jiska Barracca

Title: _____

Date: _____

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by Massimo Barracca and Jiska Barracca, of 2900 Prairie Avenue, Miami Beach, Florida. He/she is personally known to me or presented _____ as identification.

Name: _____

My commission expires:

Notary Public, State of Florida
Commission No. _____

COURSE

GOLF

SHORE

MIAMI BEACH GOLF COURSE

AREA OF STREET END BEING
CONSIDERED FOR VACATION

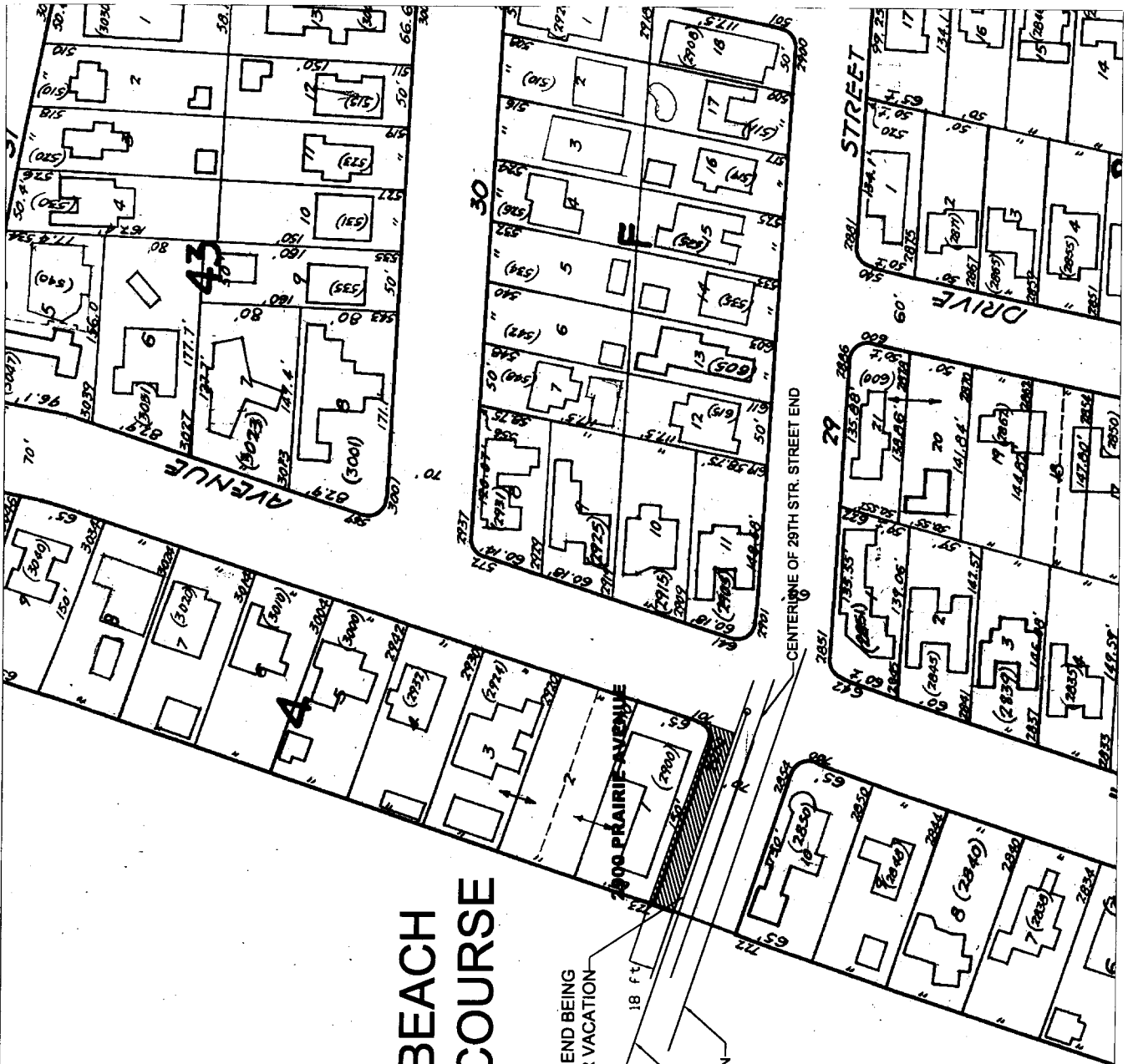
18 ft

EXIST'G 12" STORM LINE

EXIST'G 8" WATER MAIN

2900 PRAIRIE AVENUE

CENTERLINE OF 29TH STR. STREET END



CITY OF MIAMI BEACH
Planning
Interoffice Memorandum



To: Fred Beckmann
Public Works Director

Date: June 28, 2004

Cc: Christina M. Cuervo
Assistant City Manager

Robert Middaugh
Assistant City Manager

From: Jorge G. Gomez, AICP
Planning Director

Subject: PLANNING ANALYSIS PURSUANT TO SHAPIRO ORDINANCE

In accordance with Section 82-38 of the City of Miami Beach code, the Planning Department shall prepare an analysis for the City Commission and the public that outlines all conditions relating to the proposed sale and/or lease of city property. The following analysis applies to the proposed vacation of a portion of West 29th Street street-end, west of Prairie Avenue.

1. Whether or not the proposed use is in keeping with city goals and objectives and conforms to the city comprehensive plan.

The proposed street-end vacation generally conforms to the city's goals and objectives and the Comprehensive Plan. Due to the limited nature of the requested vacation, no erosion of neighborhood scenic open space view corridors is expected to result. Also, the subject street-end is a non-essential element of the transportation system of the City of Miami Beach.

2. The impact on adjacent property, including the potential positive or negative impacts such as diminution of open space, increased traffic, noise level or enhanced property values, improved development patterns and provision of necessary services. Based on the proposed use of the property, the city shall determine the potential impact of the project on city utilities and other infrastructure needs and the magnitude of costs associated with needed infrastructure improvements. Should it become apparent that further evaluation of traffic impact is needed, the proponent shall be responsible for obtaining a traffic impact analysis from a reputable traffic engineer.

The proposed vacation is not expected to have any detrimental impact on the adjacent properties. The subject street-end is not an active vehicular right-of-way and as such, will not increase the traffic or noise level. Due to the limited nature of the requested vacation (only requesting 18 feet of the street end) and the fact that there is no view through to the golf course at this location, the vacation will not compromise the goals of open space protection.

3. A determination as to whether or not the proposed use is in keeping with a public purpose and community needs, such as expanding the city's revenue base, reducing city costs, creating jobs, creating a significant revenue stream, and improving the community's overall quality of life.

By vacating the street-end, the city dissolves all liabilities associated with maintaining the street-end, thereby reducing overall costs. Additionally, by converting the subject street-end to taxable property, the city can generate a revenue stream from the subject street-end. Quality of life should not be diminished if the vacation is limited to the 18 feet in question, and if the property owner is limited to the construction of a garage on the acquired property, rather than tearing down an older house and replacing it with a home of much larger size due to the increase in land area.

4. Determination as to whether or not the development is in keeping with the surrounding neighborhood, will block views or create other environmental intrusions, and evaluation of the design and aesthetic considerations of the project.

The vacation will most likely not block views of the Bayshore Golf Course, and should generally be in keeping with the characteristics of the surrounding neighborhood, as long as adequate safeguards are in place to ensure limited development of the acquired property.

5. The impact on adjacent properties, whether or not there is adequate parking, street and infrastructure needs.

The vacation shall not increase the parking requirement in the vicinity of the street-end. The street end is not used for public parking; parking for the private residences adjacent to the street-end will be within private property.

6. A determination as to whether or not alternatives are available for the proposed disposition, including assembly of adjacent properties, and whether the project could be accomplished under a private ownership assembly.

No alternatives have been proposed.

7. Within the constraints of public objectives, the department should examine financial issues such as job generation, providing housing opportunities, and the return to the city for its disposition of property.

By vacating the street-end, the city dissolves all liabilities associated with maintaining the street-end, thereby reducing overall costs. Additionally, by converting the subject street-end to taxable property, the city can generate a revenue stream from the subject property.

8. Such other issues as the planning, design and historic preservation division may deem appropriate in analysis of the proposed disposition.

The Bayshore neighborhood is characterized by views of the golf course through the occasional street ends. There is no view through to the green space of the golf course, so no significant loss in neighborhood scenic open space vistas is foreseen. However, overdevelopment of the subject site could result if the vacation is granted without safeguards. In order to avoid negatively impacting the neighborhood, the City should consider restrictions on the manner of development. These could include a requirement to retain the existing home rather than tear it down, and/or a limitation on the size of development within the vacated area, such as limiting the construction to a garage only.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AMENDMENT No. 13A TO THE AGREEMENT WITH CAMP, DRESSER AND MCKEE (CDM) AND APPROPRIATING CORRESPONDING FUNDING, IN THE AMOUNT OF \$398,736 FROM SERIES 1995 WATER AND SEWER BOND INTEREST, TO PROVIDE ENGINEERING SERVICES FOR UPGRADING WATER AND SEWER PUMPING STATIONS; SAID AMENDMENT PROVIDING FOR CONSTRUCTION ADMINISTRATION AND FIELD OVERSIGHT SERVICES (TASKS 2.0 AND 3.0) FOR THE WATER AND WASTE WATER PUMP STATIONS UPGRADE PROJECT, IN AN AMOUNT NOT TO EXCEED \$424,640.

WHEREAS, on July 8, 1992, the Mayor and City Commission approved Resolution No. 92-20540, authorizing the Mayor and City Clerk to execute an Agreement between the City and Camp, Dresser and McKee, Inc. (CDM) to provide engineering services for upgrading sewer and water pumping stations (Agreement); and

WHEREAS, because of CDM's familiarity and expertise with the City's sanitary sewer system, the City has, in past years, amended the Agreement to provide additional professional engineering services to the City; and

WHEREAS, CDM has served as the engineering consultant on the Water and Wastewater Pump Stations Upgrade Project (Project); and

WHEREAS, on February 1999, Resolution No. 99-23061, awarded a \$17,692,568.00 contract to Felix Equities, Inc. (FEI), pursuant to Bid No. 99-97/98, for the Project; and

WHEREAS, since the commencement of construction, several delays related to coordination of unforeseen conditions, omissions and deletions occurred; and

WHEREAS, due to many issues with the performance of FEI on the Project, on July 10, 2002, and pursuant to Article 8.8 of the City's contract with FEI, the Administration recommended that the City Commission remove the prosecution of work from FEI and authorize the City Manager, or his designee, to prosecute the remainder of the work; and

WHEREAS, the City Commission approved this request on that date, through Resolution No. 2002-24924; and

WHEREAS, on June 10, 2003, the deadline for bids pursuant to a modified bid process for a replacement contractor, bids were received by the City's Procurement

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Date 7-7-04

Division; and

WHEREAS, only one contractor was deemed qualified and responsive, and the City determined that it would be in the City's best interest to proceed with Widell, Inc. to complete the Project; and

WHEREAS, additional services for CDM to perform construction administration and field oversight services are needed for the completion of the Project; and

WHEREAS, the Administration recommends an amendment to the Agreement with CDM, for the additional services, in an amount not to exceed \$424,640; and

WHEREAS, as stated in Resolution No. 2004-25465, the initial amount appropriated for CDM's services was only an estimate since the City and CDM have not yet begun negotiations regarding the scope and amount of the fee; and

WHEREAS, negotiations with CDM have been completed, in a total amount not to exceed \$924,640, of which \$500,000 were appropriated in Resolution No. 2004-25465; \$424,640 are hereby required for Tasks 2.0 and 3.0; and

WHEREAS, funding for these additional services is available in the amounts of: \$25,478.40 from City Center Redevelopment Area Tax Increment Funds; \$424.64 from South Pointe Redevelopment Area Tax Increment Funds; and \$398,736 from Series 1995 Water and Sewer Bond Interest; and

WHEREAS, it is anticipated that when the City Administration and City Attorney finalize an acceptable settlement with FEI's surety company, United Fidelity and Guaranty Company (USF&G), funding will be reimbursed to the funding source.

NOW, THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve Amendment No.13A to the Agreement with Camp, Dresser and McKee (CDM) to provide engineering services for upgrading water and sewer pumping stations; said Amendment providing for construction administration and field oversight services for the Water and Waste Water Pump Stations Upgrades Project, in an amount not to exceed \$424,640; further appropriating funds, in the amount of \$398,736 from Series 1995 Water and Sewer Bond Interest.

PASSED AND ADOPTED this _____ day of _____, 2004.

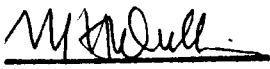
ATTEST:

CITY CLERK

MAYOR

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

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City Attorney

7-2-04
Date

CITY OF MIAMI BEACH NOTICE OF A PUBLIC HEARING



NOTICE IS HEREBY given that a public hearing will be held by the Mayor and City Commission of the City of Miami Beach, Florida, in the Commission Chambers, 3rd floor, City Hall, 1700 Convention Center Drive, Miami Beach, Florida, on **Wednesday, July 7, 2004, at 10:20 a.m.**, pursuant to Miami Beach City Code Section 118-262, to review a Design Review Board decision requested by several unit owners of the Marlborough House Condominium located at 5775 Collins Avenue, Miami Beach, Florida.

Inquiries may be directed to the Planning Department at (305) 673-7550.

INTERESTED PARTIES are invited to appear at this meeting, or be represented by an agent, or to express their views in writing addressed to the City Commission, c/o the City Clerk, 1700 Convention Center Drive, 1st Floor, City Hall, Miami Beach, Florida 33139. This meeting may be continued and under such circumstances additional legal notice would not be provided.

Robert E. Parcher, City Clerk
City of Miami Beach

Pursuant to Section 286.0105, Fla. Stat., the City hereby advises the public that: if a person decides to appeal any decision made by the City Commission with respect to any matter considered at its meeting or its hearing, such person must ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7218(TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

Ad #0287

Agenda Item R9D
Date 7-7-04

RESOLUTION NO. _____

A RESOLUTION OF THE CHAIRMAN AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY RATIFYING AMENDMENT No. 13A TO THE AGREEMENT WITH CAMP, DRESSER AND MCKEE (CDM) AND APPROPRIATING CORRESPONDING FUNDING IN THE AMOUNTS OF \$25,478.40 FROM CITY CENTER REDEVELOPMENT AREA TAX INCREMENT FUNDS AND \$424.64 FROM SOUTH POINTE REDEVELOPMENT AREA TAX INCREMENT FUNDS TO PROVIDE ENGINEERING SERVICES FOR UPGRADING WATER AND SEWER PUMPING STATIONS; SAID AMENDMENT PROVIDING FOR CONSTRUCTION ADMINISTRATION AND FIELD OVERSIGHT SERVICES (TASKS 2.0 AND 3.0) FOR THE WATER AND WASTE WATER PUMP STATIONS UPGRADES PROJECT, IN AN AMOUNT NOT TO EXCEED \$424,640.

WHEREAS, on July 8, 1992, the Mayor and City Commission approved Resolution No. 92-20540, authorizing the Mayor and City Clerk to execute an Agreement between the City and Camp, Dresser and McKee, Inc. (CDM) to provide engineering services for upgrading sewer and water pumping stations (Agreement); and

WHEREAS, because of CDM's familiarity and expertise with the City's sanitary sewer system, the City has, in past years, amended the Agreement to provide additional professional engineering services to the City; and

WHEREAS, CDM has served as the engineering consultant on the Water and Wastewater Pump Stations Upgrade Project (Project); and

WHEREAS, on February 1999, Resolution No. 99-23061, awarded a \$17,692,568.00 contract to Felix Equities, Inc. (FEI), pursuant to Bid No. 99-97/98, for the Project; and

WHEREAS, since the commencement of construction, several delays related to coordination of unforeseen conditions, omissions and deletions occurred; and

WHEREAS, due to many issues with the performance of FEI on the Project, on July 10, 2002, and pursuant to Article 8.8 of the City's contract with FEI, the Administration recommended that the City Commission remove the prosecution of work from FEI and authorize the City Manager, or his designee, to prosecute the remainder of the work; and

WHEREAS, the City Commission approved this request on that date, through Resolution No. 2002-24924; and

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WHEREAS, on June 10, 2003, the deadline for bids pursuant to a modified bid process for a replacement contractor, bids were received by the City's Procurement Division; and

WHEREAS, only one contractor was deemed qualified and responsive, and the City determined that it would be in the City's best interest to proceed with Widell, Inc. to complete the Project; and

WHEREAS, additional services for CDM to perform construction administration and field oversight services are needed for the completion of the Project; and

WHEREAS, the Administration recommends an amendment to the Agreement with CDM, for the additional services, in an amount not to exceed \$424,640; and

WHEREAS, as stated in Resolution No. 2004-25465, the initial amount appropriated for CDM's services was only an estimate since the City and CDM have not yet begun negotiations regarding the scope and amount of the fee; and

WHEREAS, negotiations with CDM have been completed, in a total amount not to exceed \$924,640, of which \$500,000 were appropriated in Resolution No. 2004-25465; \$424,640 are hereby required for Tasks 2.0 and 3.0; and

WHEREAS, funding for these additional services is available in the amounts of: \$25,478.40 from City Center Redevelopment Area Tax Increment Funds; \$424.64 from South Pointe Redevelopment Area Tax Increment Funds; and \$398,736 from Series 1995 Water and Sewer Bond Interest; and

WHEREAS, it is anticipated that when the City Administration and City Attorney finalize an acceptable settlement with FEI's surety company, United Fidelity and Guaranty Company (USF&G), funding will be reimbursed to the funding source.

NOW, THEREFORE BE IT DULY RESOLVED BY THE CHAIRMAN AND MEMBERS OF THE MIAMI BEACH REDEVELOPMENT AGENCY, that the Chairman and Members of the Miami Beach Redevelopment Agency ratify Amendment No.13A to the Agreement with Camp, Dresser and McKee (CDM) to provide engineering services for upgrading water and sewer pumping stations; said Amendment providing for construction administration and field oversight services for the Water and Waste Water Pump Stations Upgrades Project, in an amount not to exceed \$424,640; and further appropriate corresponding funds, in the amounts of \$25,478.40 from City Center Redevelopment Tax Increment Funds and \$424.64 from South Pointe Redevelopment Area Tax Increment Funds.

PASSED AND ADOPTED this _____ day of _____, 2004.

ATTEST:

CHAIRMAN

SECRETARY

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**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**


Redevelopment Agency
General Counsel
Date 7-2-04